

GENERAL TERMS AND CONDITIONS

Version : 01 January 2025

1. Scope of application

NEW IMAGING TECHNOLOGIES S.A.S, a company established under the laws of France, registered under No. 494 135 841 from RCS EVRY (hereafter called "NIT") is engaged in research, development, manufacture and sale of Imaging SWIR, CMOS sensors and associated interfaces. These General Terms ("Terms") shall apply between NIT and its customer ("Customer") with respect to Products sold as well as to Services performed by NIT. "Products" shall mean any and all products sold by NIT. "Services" shall mean services associated with the sale of Products.

2. Prevalence

Unless otherwise agreed in written between the parties, the Customer's terms and conditions are expressly excluded even if they are attached to the Customer's purchase order (the "PO") or any other contractual documents. The commercial offer (the "Offer") (1), these Terms (together with NIT Firmware License Agreement if applicable)(2), the technical specifications (if any)(3), the terms of the PO acknowledgement (4), the PO (5) and the non-disclosure agreement (if any)(6) executed between the parties shall constitute the entire and final agreement between NIT and the Customer. Where applicable, these Terms shall supersede all previous discussions, negotiations and agreements with respect thereto. In case of discrepancy between the Terms and another contractual document, the order of precedence shall be according to the position of the above documents.

3. Ordering process

Based on the relevant PO and subject to these Terms for, Customer shall buy and NIT shall sell the Products in quantities as confirmed by in the PO acknowledgement.

4. Delivery of Products

The Products' delivery date are of indicative nature only. In any case, no cancellation of PO may occur within six (6) months before the expected delivery date and the Customer shall be bound to pay for the Products and/or Services ordered. NIT also reserves the right to opt for partial deliveries upon prior notice to the Customer, which behaviour shall not hinder acceptance and payment by the Customer. It is agreed between NIT and the Customer that a delayed delivery of any part of an Order shall not entitle Customer to cancel other pending deliveries. Unless otherwise expressly agreed by NIT, the Products shall be shipped Ex-Works from NIT's premises (EXW - INCOTERMS 2020) and their title shall pass to Customer upon delivery of the ordered Products to the carrier. Upon delivery to the Customer's premises, the Customer shall examine the Products and any alleged non-compliance with nature or quantities ordered shall be immediately notified to NIT.

5. Prices and payment terms

Prices are exclusive of any applicable taxes as well as of transportation and insurance charges. Transportation charges shall be addressed separately on invoices. Prices are only valid if NIT's Offer is accepted as a whole. In case only part of the offered Product and/or Services are ordered, NIT reserves the right to adjust its prices. The price invoiced shall be the price received on NIT's bank account and NIT reserves the right to recover by any means the difference from the Customer. Unless otherwise agreed in the Offer, all payments shall be in Euros and expected within 30 calendar days net from date of invoice. In the event of delayed payment, NIT shall be entitled to suspend all or part of pending deliveries or Services. Simultaneously, all outstanding amounts shall fall due by the agreed date of delivery regardless of previously granted terms of credit. On delayed payments an interest of 1% per commenced month is deemed accrued. In case of PO cancellation from the Customer, the Customer shall be charged with 60% of the related PO total price. Should the Customer wish to make changes to the scope and/or to specifications of the Services in the course of performance of Services, NIT reserves the right to request complementary budget in order to cover additional costs.

6. Intellectual Property Rights

Any intellectual property rights ("IPR") existing prior to or arising within the performance of the PO shall remain and/or vest in NIT. To the extent that IPR are embedded in a Product, the sale of such Product shall not constitute a transfer of ownership rights nor title to the Customer, and it only implies a non-exclusive, non-sub licensable, and transferable limited right to use the IPR by integrating, operating and using the Product, to the exclusion of any other use. Should the Product integrate a firmware, the Customer fully accepts the terms and conditions of the Firmware License Agreement available on NIT's website. With regards to Services performed, on the first hand, NIT shall be unrestricted in its right to use IPR generated on its own during the performance of Services, unless NIT duly authorized signatory has accepted express limitations in writing. On the other hand, jointly developed IPR shall be jointly owned by NIT and the Customer.

The Customer hereby grants NIT with a non-exclusive, free and non-transferable right to use its corporate name and logos (hereinafter the "Trademarks") for the purpose of displaying Customer as a commercial reference on its website or in its commercial presentations. The rights to use the Trademarks are granted within the European Union territory for five (5) years from latest agreement with these Terms.

In the event that an infringement of a third party's IPR has been claimed and where the Customer is prevented from using the Products, NIT shall make its best efforts, at its expense and option, to either (i) obtain the right to use the Products

supplied for the Customer; or (ii) replace the Products supplied by another of comparable efficiency; or (iii) take back the Product and refund the purchase price in case such a claim involves custom Products made, provided or modified by NIT in compliance with the requirements or specifications of the Customer, or is resulting from the combination or use of the Products with any other products, even if such products have no substantial use other than as part of such combination or use. The above shall be due to the Customer to the extent it informed NIT without delay of such claim and provided sufficient assistance to NIT in solving the claim and in the pursuance of its rights. IN THIS REGARD, THE ABOVE SHALL BE DEEMED AS LIMITING NIT'S TOTAL RESPONSIBILITY AND LIABILITY, AND CUSTOMER'S SOLE REMEDY AND SHALL APPLY IN LIEU OF ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH INFRINGEMENT.

7. Confidentiality

During a minimum period of ten (10) years, any information disclosed by NIT to Customer, including but not limited to commercial, financial or technical information that either is marked as being "Confidential" (or equivalent marking) or is obviously sensitive by nature, shall (i) be kept in strict confidence by the Customer in a safe and secure place, using all reasonable technical and organizational security measures to prevent unauthorized access, destruction or loss; (ii) shall not, without the prior written consent of NIT, be disclosed in whole or in part to any other person save those of its employees, managers and advisers involved in the performance of the obligations under the PO and having a need to know for purpose.

8. Warranty

8.1. Warranty related to the performance of Services

NIT warrants that it shall comply with the jointly agreed specifications and schedule during performance of Services. Upon request from the Customer for a period of 6 (six) months from acceptance of the Service, NIT shall make its best efforts to provide sufficient technical information for the Customer to understand the deliverables and if necessary correct any deliverable within a two-months period from receipt of the claim by the Customer. Such warranty excludes the provision of any further developments that were not agreed in the PO. It is expressly agreed between the Customer and NIT that, due to the nature of the Services, they are not subject to an obligation of result.

8.2. Warranty related to the Products

NIT warrants that the Products are complying to the technical specifications and free from defect in material and workmanship. Unless otherwise specified in the Offer such warranty shall apply to off-the-shelf Products for a period of twenty-four (24) months from delivery to the Customer. Any parts of the package sold that are not NIT Products (cables, off-the-shelf accessories, USB-key...) are granted a limited twelve-month return-to-base warranty. Consumables are expressly excluded from warranty. The above warranty conditions remain applicable as far as (i) the Customer installed, operated or serviced the Product in accordance with the installation and operation manuals; and (ii) the Product delivered has not been repaired, modified or otherwise altered in any manner by the Customer or used otherwise than in accordance with its technical specifications. THIS WARRANTY EXCLUDES AND IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND ESPECIALLY EXCLUDES WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW, WARRANTY OF FUNCTIONALITY OF DESIGN WHETHER PROVIDED BY NIT, THE CUSTOMER OR A THIRD-PARTY, AS WELL AS COMPLIANCE OF THE PRODUCTS WITH SPECIFIC LEGAL, QUALITY OR OTHER REQUIREMENTS APPLICABLE TO THE CUSTOMER.

8.3. Warranty attached to the software (if any, associated or embedded in the Products)

NIT warrants that the software complies with the Offer and technical specifications and that it is free from any latent defects or errors (i.e. any programming anomaly affecting the normal functioning of the software or diminishing its performance), bugs, viruses, malware (including spyware) or any other undesirable host affecting the normal operation of the software. The software warranty begins on the date of delivery of the Product to the Customer and shall last for equal time as agreed for hardware Product. In case of reproducible failure of the Software, NIT may offer diagnostic and upon results, choose to correct such failure or replace the Product. In case the Product is made unavailable exclusively because of a software's failure, NIT shall grant an extension of the warranty duration of the Product, equivalent to the unavailability period of the Product. The warranty on the Software is applicable subject to the following cumulative conditions: the Customer must notify NIT in writing of any non-compliance during the warranty period and non-compliance with specifications must be documented by Customer and reproducible by the Supplier; and no unauthorized correction, addition or modification of the software or of its source code has occurred.

8.4. Claim procedure

Customer shall notify NIT promptly after discovery of a non-compliance giving rise to warranty and in any case within fifteen (15) calendar days from its discovery at the latest. Such claim shall state as precisely as possible the non-compliance and the circumstances under which it arose. The Customer shall ask NIT for a Return Authorization Number and shall return the Product to NIT at its own costs and risks for inspection purposes. In case the non-compliance is giving rise to warranty according to NIT, NIT shall at its own discretion repair or replace the Product and shall bear the costs of repair/replacement/delivery back to the Customer as per the Incoterm ICC 2020 chosen in the PO.

9. End-of-lifecycle Product management

In application of the European directive DEEE 2 n° 2012/19/UE of July 4th 2012 related to the waste of electric and electronic products and of the French Decree N 2005-829 of July 20th, 2005 concerning the composition of the electric and electronic products and the elimination of the waste stemming from these products, NIT commits to recycle the Products returned by Customer at the end of their lifecycle. Customer may send its Products back to NIT at its costs, subject to the specific end-of-lifecycle return material procedure, available upon request. NIT shall proceed with their destruction in a responsible way and in compliance with the end-of-lifecycle return material procedure at no extra cost for the Customer.

10. Limitation of liability

EXCEPT WHERE OTHERWISE STATED HEREUNDER, NIT SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, RETESTING, LABOR COST, LOSS OF PROFITS OR LOSS OF USE, RESULTING FROM NIT'S PERFORMANCE OR FAILURE TO PERFORM UNDER A CONTRACT / PO, OR THE FURNISHING, PERFORMANCE, OR USE OF ANY PRODUCTS, WHETHER DUE TO A BREACH OF CONTRACT / PO, BREACH OF WARRANTY OR OTHERWISE. CUSTOMER'S SOLE REMEDY AND NIT'S SOLE AND TOTAL LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCTS GIVING RIGHT TO THE CLAIM, AND IN ANY CASES, TO A MAXIMUM OF 100 000 EUROS. IN ANY CASE, NIT IS NOT LIABLE FOR ANY DELAY IN DELIVERY OR FAILURE TO PERFORM ALL OR ANY PART OF ITS OBLIGATIONS IF SUCH DELAY OR FAILURE IS DUE TO ACT OF GOD, OUTBREAKS, STRIKES, BLACKOUT, LABOUR DISTURBANCES, STATUTE ORDER OR ANY REGULATION OF ANY GOVERNMENT, PUBLIC LOCAL AUTHORITY, DELAYS OR DEFAULTS OF SUPPLIERS AND SUBCONTRACTORS AND WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF NIT.

11. Export regulation and ethics

11.1. Export Regulation

11.1.1 Most of the Products (including related technologies, software, and components) are classified either as Dual Use Products or items related to War Materials ("Controlled Products"), as set forth in the Offer if any. Sales, loan, import and export operation, transfers outside of the country of delivery of the Controlled Products may be subject to French and foreign official services authorizations therefore the PO acknowledgement and the shipment of Controlled Products may be subject to the French official authorizations and/or foreign official authorizations and/or end-use certificates duly filed, signed and stamped by an authorized representative of the Customer when applicable. Notwithstanding any execution of a PO, in case of suspension, rejection or non-delivery of required official authorizations by the relevant government such event shall be considered as a Force Majeure event. NIT SHALL IN NO CASE BE LIABLE FOR ANY CONSEQUENCES, LOSSES AND DAMAGES SUFFERED BY THE CUSTOMER ARISING OUT OF NIT'S IMPEDIMENT TO DELIVER THE CONTROLLED PRODUCTS ACCORDINGLY.

11.1.2 - Customer represents and warrants that it is, and will remain, in full compliance with any and all international, regional and national applicable export control restrictions and sanctions regimes.

Customer undertakes not to use, retransfer and re-export - directly or indirectly - any Product covered under this Offer/PO (including related technologies, software, and components), whether or not integrated into modules, cameras or other equipment and systems, to any country, private or public entity, or individual subject to the European Union (EU) and/or United Nations (UN) and/or Organization for Security and Co-operation in Europe (OSCE) and/or United-States (US) sanctions and embargoes, as well as any entity or individual owned, controlled or acting on behalf of an entity or individual subject to these sanctions and embargoes, such as - but without limitation - Belarus and Russian Federation (including all territories occupied by the Russian Federation). Customer undertakes not to use these Products in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons. Customer shall flow down this clause to its customers and own partners receiving the Products provided under this Offer/PO and ask them to flow down the same to their own customers and partners further down the industrial and commercial chain. Customer shall set up and maintain an adequate monitoring mechanism to detect any breach of these obligations by any third party further down the commercial chain. Customer shall immediately inform NIT about any breach - or suspected breach - of the above.

11.2. Ethics

NIT and the Customer commit to abiding by international ethical standards as further set forth by the LYNRED Group of companies in the "LYNRED Ethical Guidelines" available at the following web address: www.lynred.com. NIT is not selling or liaising with any company infringing anti-corruption laws or regulations. As a consequence of the foregoing, by ordering Products, the Customer represents and warrants that (i) it has not infringed any anti-corruption laws or regulations; (ii) neither it, its representatives nor its executive managers have been, to the best of its knowledge, subject to civil or criminal

sanctions, in France or abroad, for infringement of anti-corruption laws or regulations; and (iii) no investigation or proceedings which could lead to such sanctions have been brought against it or against such person. The Customer is aware that it may inform the LYNRED's Group Compliance Officer at the following address: lynred.trade.compliance@lynred.com in case of alert arising within the frame of the execution or performance of any product deliveries from NIT.

The foregoing terms of this article are of a material nature, and any breach thereof shall constitute a material breach by the Customer and shall entitle NIT (i) to terminate or suspend any PO with the Customer for cause with immediate effect, and without any compensation; and (ii) to retain or recover all sums already paid or due under such PO (i.e down payments, advance payments, instalments, non-recurring costs, etc.); without prejudice to its right to claim damages.

11.3. Personal data protection

In case NIT and Customer share personal data with each other and shall abide by the rules of the European Regulation n°2016/679 relating to the protection of natural persons with regard to the processing of personal data (hereinafter the "General Data Protection Regulation"). On this basis, each Party commits to comply with the General Data Protection Regulation including to (i) provide each other with the personal data relating to the concerned persons, to the extent that these personal data were legitimately collected and processed, (ii) ensure that its employees and/or processor are aware of the General Data Protection Regulation, and that they obtained a valid consent from the concerned persons, (iii) process the personal data only in so far as is strictly necessary for the performance of this Agreement, and as strictly agreed by the Parties, restrict their transfer to third parties offering the same guarantees than those defined herein and refrain to transfer them to third parties located outside of the European Economic Area without having obtained a prior consent from the other Party, (iv) take appropriate technical (logic and physical) and organizational security measures, to ensure their protection ; and (v) return and/or to delete the personal data when they are not more necessary, or upon request of the other Party, or in any case at the end or expiry of the Agreement. Customer commits to cascade these obligations in all its contracts with its customers and subcontractors suppliers that may have access to NIT employees' personal data.

12. Settlement of disputes

Failing any amicable settlement within ninety (90) days from notification, any dispute arising out of or in connection with these Terms shall be finally settled (i) with a Customer registered in a foreign country, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris and shall be conducted in English language; or (ii) with a Customer registered in France, by the courts of competent jurisdiction in Court of Appeal of Paris.

13. Applicable laws

Unless otherwise agreed in written, the PO and any relationship between the Parties shall be governed by and construed in accordance with the laws of France, to the exclusion of the rules relating to the conflict of laws.